Corporate Social Responsibility (CSR) अंतर्गत विविध औद्योगिक आस्थापनेबरोबर करण्यात येणा-या सामंजस्य करारास मान्यता देणेबाबत...

महाराष्ट्र शासन
उच्च व तंत्र शिक्षण विभाग
शासन निर्णय क्रमांकः पीपीपी २०१३/प्र.क्र.१०३/१३/व्यशि-५,
हुतात्मा राजगुरु चौक, मादाम कामा रोड,
मंत्रालय विस्तार, मुंबई- ४०० ०३२.
दिनांक : २९ मे, २०१५.

वाचा :

१) संचालक (प्रशिक्षण), व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, म.रा., मुंबई यांचे पत्र क्र. २०/सीटीएस/२०१४/४७१, दि. १८.११.२०१४.

प्रस्तावना :

केंद्र शासनाच्या दिनांक २७.०२.२०१४ रोजीच्या अधिसूचनेनुसार कंपनी कायद्याखाली नोंदणीकृत असलेल्या सर्व औद्योगिक आस्थापनांना त्यांच्या उत्पन्नापैकी काही निधी हा Corporate Social Responsibility Policy अंतर्गत विविध समाजपयोगी कामासाठी खर्च करावयाचा आहे. त्या अनुषंगाने व्यवसाय शिक्षण व प्रशिक्षण संचालनालयास विविध औद्योगिक आस्थापनांकडून प्रस्ताव प्राप्त होत असतात. सदर प्रस्तावानुसार प्रत्येक औद्योगिक आस्थापनेबरोबर संचालनालयास सामंजस्य करार करावा लागणार असून प्रत्येकवेळी शासनाची मान्यता घ्यावी लागणार आहे. कालापव्यय टाळण्यासाठी तसेच करारामध्ये एकसुत्रीपणा राहण्यासाठी संचालनालयाने कराराचा प्रारुप मसुदा शासनाच्या मान्यतेसाठी संदर्भीय (१) येथील प्रस्तावान्वये शासनास सादर केला आहे. त्यानुसार प्रारुप मसुद्यास मान्यता देण्याची बाब शासनाच्या विचाराधिन होती.

शासन निर्णय :

Corporate Social Responsibility (CSR) अंतर्गत व्यवसाय शिक्षण व प्रशिक्षण संचालनालयास विविध औद्योगिक आस्थापनांकडून प्राप्त होणा-या प्रस्तावानुसार प्रत्येक औद्योगिक आस्थापनेबरोबर व्यवसाय शिक्षण व प्रशिक्षण संचालनालयास सामंजस्य करार करावा लागणार आहे. त्या अनुषंगाने विविध औद्योगिक आस्थापनेंबरोबर करण्यात येणा-या सामंजस्य कराराच्या सोबत जोडलेल्या " प्रपत्र-अ " मधील मसुद्यास शासनाची मान्यता देण्यात येत आहे.

२. सदर कराराचा मसुदा हा आदर्श नमुना (Model Formate) म्हणून वापरावयाचा आहे. औद्योगिक आस्थापनांच्या गरजेनुसार काही ठिकाणी अशंत: बदल करण्यास शासनाची मान्यता असून कालानुरुप गरजा बदलतील त्यामुळे कराराच्या मसुद्यात बदल करावयाचा झाल्यास शासनाच्या निदर्शनास आणूनच करार करण्याची दक्षता संचालक (प्रशिक्षण), व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, मुंबई यांनी घ्यावी.

३. सदर शासन निर्णय विधी व न्याय विभागाच्या अनौपचारिक संदर्भ क्र: ०६-२०१५/Con/E, दिनांक ०७.०४.२०१५ अन्वये दिलेल्या सहमतीने निर्गमित करण्यात येत आहे.

४. सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०१५०५२९११३४३२७००८ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

Rajaram Gobaraji Jadhav

Digitally signed by Rajaram Gobaraji Jadhav
DN: CN = Rajaram Gobaraji Jadhav, C = IN, S = Maharashtra, O = Government Of Maharashtra, OU = Joint Secretary
Date: 2015.06.01 15:23:36 +05'30'

(रा.गो. जाधव)
सह सचिव, महाराष्ट्र शासन.

प्रत,

१. मा. राज्यपालांचे सचिव, राजभवन, मलबार हिल, मुंबई
२. मा. मुख्यमंत्री यांचे प्रधान सचिव, मुख्यमंत्री सचिवालय, मंत्रालय, मुंबई.
३. मा. मंत्री (उच्च व तंत्र शिक्षण) यांचे खाजगी सचिव , मंत्रालय, मुंबई
४. मा. राज्यमंत्री (उच्च व तंत्र शिक्षण) यांचे खाजगी सचिव , मंत्रालय, मुंबई
५. मा. मुख्य सचिव यांचे उप सचिव, मुख्य सचिव कार्यालय, मंत्रालय, मुंबई.
६. मा. प्रधान सचिव (उच्च व तंत्र शिक्षण) यांचे स्वीय सहाय्यक, मंत्रालय, मुंबई
७. सह सचिव (व्यशि), उच्च व तंत्र शिक्षण विभाग, मंत्रालय, मुंबई.
८. उप सचिव (उद्योग), उद्योग, ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई.
९. अवर सचिव (विधी), विधी व न्याय विभाग, मंत्रालय, मुंबई
१०. संचालक (प्रशिक्षण), व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, महाराष्ट्र राज्य, मुंबई.१
११. संचालक (व्यवसाय शिक्षण), व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, महाराष्ट्र राज्य, मुंबई.१
१२. सहसंचालक, व्यवसाय शिक्षण व प्रशिक्षण, प्रादेशिक कार्यालय, मुंबई/पुणे/नाशिक/ औरंगाबाद/अमरावती/नागपूर. (संचालनालयामार्फत)
१३. निवड नस्ती (व्यशि-३), उच्च व तंत्र शिक्षण विभाग, मंत्रालय, मुंबई.

शासन निर्णय, उच्च व तंत्र शिक्षण विभाग, क्रमांक : पीपीपी-२०१३/प्र.क्र. १०३/१३/व्यशि-५, दि. २९ मे, २०१५ सोबतचे सहपत्र

"प्रपत्र-अ"

DRAFT MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MoU") has been entered into on this _____________ day of _________ 20__ ("the Effective Date") at Mumbai, Maharashtra

BETWEEN

The Governor of the State of Maharashtra exercising its executive power through The Director (Training), Directorate of Vocational Education and Training (DVET), Maharashtra State having its office at 3, Mahapalika Marg, Dhobi Talao, Maharashtra State, Mumbai - 400 001, (hereinafter referred to as "FIRST PARTY or INSTITUTE" which expressions shall, unless repugnant to the context or meaning hereof , include its successors-in-interest and permitted assigns) of the ONE PART;

AND

____(*Name of Company / Public Trust / Society*) a Company incorporated under the provisions of Companies Act, 1956/ a Public Trust registered under the provisions of Maharashtra Public Trust Act/ a Society registered under Societies Registration Act and having its Registered Office at ______________________(*full address of registered office of the company*), (hereinafter referred to as "SECOND PARTY" which expressions shall, unless repugnant to the context or meaning hereof , include its successors-in-interest and permitted assigns) of the OTHER PART,

___________________ (*Name of Company/ Public Trust/ Society*) and Institute are hereinafter jointly referred to as the "Parties" and individually as a "Party".

WHEREAS

1) THE FIRST PARTY which runs different Industrial Training Institutes (ITIs) imparting Vocational Training to meet the demand of skilled manpower in the Maharashtra under the aegis of Director General of Employment and Training, Ministry of Labour and Employment, Government of India imparting Vocational Training;
2) THE SECOND PARTY is engaged in ______________________________(*scope of work of the company, name of manufacturing items, name of providing services*) in India;

3) It is one of the aim of the "THE FIRST PARTY" that the skills imparted by "THE FIRST PARTY" must keep pace with the technological demand of the industry and the expanding universe of knowledge to produce world class workforce;
4) THE SECOND PARTY , being a Corporate Social Responsible person/ organization, has always contributed to society, inter alia, by educating and sharing with people/ technicians/ technical/ vocational training students its learning in the technical/ vocational training area during its journey to become world class;
5) "THE SECOND PARTY" shares THE FIRST PARTY vision to spread the benefits of skill-upgradation, Skill Development, Instructors' Training, Development of course material (both print & video CDs) and consistently strives to bridge the gaps across the need of skilled manpower for industries;

NOW, THEREFORE it is mutually agreed and declared by and between THE PARTIES as under:

1. The parties shall form a Joint Working Committee (here-in-after to be called JWC) for advising in the field of providing skilled workforce of world standard by keeping in mind the resources will be provided by SECOND PARTY,
    - Introducing add on need based modular training courses to increase employability of trainees
    - Updating course curriculum.
    - Improving physical infrastructure facilities.
    - Adopting new training technology.
    - Developing Instructional Course Material & Teaching Aids
    - Providing free Software License which are product of "SECOND PARTY"
    - Conduct Instructors' & Staff Development Training Programme.
    - Arrange Mentors and Guest Lecturers from Industry.
    - Arrange Seminars, Workshops and On-Job Training (OJT) for Trainees and Faculty.
    - Campus Development.
    - Campus Interview/ Placement

2. The training facilities in the institutes under FIRST PARTY will be upgraded to meet the industrial requirements of present and future under guidance of the JWC subject to availability of resources made by the "THE SECOND PARTY" under the head of Corporate Social Responsibility.

3. The JWC will comprise of 4 members wherein 2 members by FIRST PARTY and 2 members by SECOND PARTY will be nominated.
4. THE JWC will have following roles and responsibilities :-
    a. **Add on need based modular training courses:**
    JWC shall identify the add on need based modular training courses training to increase employability of trainees and detailed training calendar will be planned.
    b. **Trade Advisory Committee (TAC) :**
    JWC shall constitute Trade Advisory Committee for specific trades related to SECOND PARTY. TAC shall help JWC in issues related to improvement in effectiveness and relevance of training, suggestion for updating course curriculum, introducing new need base add on courses for specific trade groups for increasing trainee's employability. TAC shall include trade experts from industry, concerned instructors, trainees' representatives etc. The exact composition shall be decided by the JWC.
    c. **Faculty and Staff Development :**
    JWC shall identify the training needs of all faculties and staff members and detailed training calendar will be planned consisting minimum 10 training programmes including exchange of personnel between industry and the institute, subject to commitments of the staff of the institute and other exigencies of employment.
    d. **Mentors and Guest Lecturers:**
    JWC shall advise on the nomination of Mentors and Guest Lecturers from industry for various trades. Guest Lecturers are specifically meant to deliver lecture or impart practical training. A mentor is nominated for Trainees belonging to specific trade. Mentor shall discuss/guide/counsel trainees in the institute as per mutual convenience. He can, however, also deliver lecture or impart training. Mentors are like role models for trainees and therefore, shall be experienced, skilled workers. Mentors will play an important role in vocational guidance and career counseling. The Mentors and Guest Lectures shall in all deliver minimum 10 programmes.
    e. **Development of Teaching Aids/ Instructional Course Material :**
    Teaching aids/ Instructional course material like working models, slides, video projections, instruction materials work books, detailed job assignment of the

institute will be developed by SECOND PARTY as required under the guidance of the JWC.

f. **Seminars, Workshops and On-job Training (OJT) :**

JWC shall organize seminars, workshops and OJT for the benefit of trainees and faculty at location as decided by JWC. The SECOND PARTY shall provide minimum 10 OJT programmes in their existing set-up. The OJTs shall be conducted at SECOND PARTY Service Network for the period of 6 months by adopting new training technology.

Also the SECOND PARTY shall provide its software license, free to THE FIRST PARTY as per JWC's decisions and JWC shall organize Faculty/Trainees Development Programmes on the software/hardware & other relevant topics such as Employability Skill.

g. **Improving Physical Infrastructure facility & adopting new technology:**

JWC shall identify infrastructure facility/new technology which can be adopted with the help of "SECOND PARTY" for skills up-gradation. Also SECOND PARTY shall provide for machinery maintenance inclusive of replacement of parts, software supports etc.

h. **Campus Development:**

JWC shall advise on campus development in the institute with the help of "SECOND PARTY". The "SECOND PARTY" shall provide Solar lighting systems in the campus, garden development, construction of monuments, RO systems, Medical facility to trainees, library upgradation/ development, sports facilities, renovation of bore-wells etc.

5. **The Roles & Responsibility of "FIRST PARTY"**

a. For implementing advice of JWC in respect of modification of course curriculum, introduction of new training modules to meet industry expectations, modifications in workshop set up, etc to develop the institute, FIRST PARTY shall obtain all necessary academic and administrative approvals and shall implement subject to availability of resources.

b. To provide all types of cooperation to the SECOND PARTY in all the activities related to ITI Up-gradation programme as per the scope mentioned in this MoU.

c. To provide training infrastructure, like practical workshops, labs, classrooms in ITI campus for installing the hardware for conducting add on need based modular training courses, faculty training programmes and/ or upgrading ITI infrastructure.

d. To provide support to ensure participation of ITI trainees for add on need based training courses and ITI Instructors for Faculty Training Programs.

e. To display a separate board mentioning “donated by name *of the Second Party*”, “trade adopted by name *of Second Party*”, “Campus area developed by the name *of Second Party*” in front of the machines donated, trade adopted, campus developed by the SECOND PARTY respectively. Also to display a board mentioning “Mainted by the name *of Second Party*” if maintenance of machines are done by the SECOND PARTY.

f. To display a board mentioning “A workshop organized by name *of the Second Party*” while workshop/ training programmes/lectures/seminars are arranged by the SECOND PARTY.

6. **The Roles & Responsibility of “SECOND PARTY”**

a. The SECOND PARTY agrees to contribute full necessary support as advised by JWC in respect of the following :

i. Providing add on need based modular training courses to trainees. Such training programmes shall be conducted at ITI Campus or in-plant.

ii. Providing training for the faculty. Such training programmes shall be conducted at ITI Campus or in-plant.

iii. Providing free hardware & software that can be used for conducting add on need based modular training courses for trainees and/ or faculty training programme to be conducted at ITI Campus.

iv. Shall be responsible for any loss/ damage to the property of the FIRST PARTY during execution of any training programme, seminars, workshops, etc. Shall not use the ITI premises for the purpose other than that mentioned in MoU.

v. Dissemination of good management practices to upgrade the skills of the faculty/trainees under the Faculty Development Programmes

vi. Arranging experts with hands-on experience from industry and other field of eminence for training

vii. Retraining the faculty, wherever required and assisting in skill training of instructors in industry and industrial units of the trainees.

viii. Providing free hardware & software that can be used to upgrade the ITI training infrastructure as per the need of the industry or as per the syllabus of the respective trades.

ix. Providing literature, technical journals and teaching books useful in the institute activity.
x. Providing Teaching aids/ Instructional course material like working models, slides, video projections, instruction materials work books, etc.
xi. Providing necessary help in the machinery maintenance including replacement of parts, software supports etc.
xii. Providing Solar lighting systems in the campus, garden development, construction of monuments, RO systems, Medical facility to trainees, library upgradation/ development, sports facilities, renovation of bore-wells, rain water harvesting, solar panel for hostels, etc.
xiii. Any other assistance useful in improving the quality of training and acceptance of these will be subject to laid down procedures of approvals by the FIRST PARTY.

b. The support provided by THE SECOND PARTY, as mentioned in this MoU shall be free of cost. THE SECOND PARTY shall not be entitled to any compensation or consideration in return for the support covered under this MoU from the FIRST PARTY.

7. **Terms and Conditions :**

a. **Commencement /Expiration Date** :

This MoU begins on the effective date and expires on / /20__ (*maximum tenure shall not be more than 3 years from the effective date*), unless terminated earlier in accordance with this MoU.

b. **Participation in similar activities** :

This MoU in no way restricts FIRST PARTY or SECOND PARTY from participating in similar activities with other public or private agencies, organizations, or individuals for same institute or other.

c. **Termination** :

Either party, upon thirty (30) days prior written notice, may terminate the MoU in whole, or in part, at any time before the date of expiration without liability to the other party. Further, either party may terminate this MoU, if the other party is in breach of this MoU and fails to cure such breach within ten (10) days after written notice to that effect. Notwithstanding such termination equipments mentioned, infrastructure provided in compliance with clause No. 6 and or as per

the terms and conditions of this MoU by the SECOND PARTY, shall rest in the FIRST PARTY.

d. **Principal Contacts** :

The principal contacts for this MoU are :

FIRST PARTY :

The Director (Training),

Directorate of Vocational Education & Training,

Maharashtra State,

3, Mahapalika Marg, Dhobi Talao, Mumbai- 400 001

SECOND PARTY

____

____

____

e. **Fees and Expenses :**

Unless otherwise agreed by both the parties, each party shall bear its own costs and expenses with regard to all negotiations, performance, and any other activities relating to the subject matter of this MoU.

f. **Advertisement :**

Unless agreed by both parties, either party shall use the name of the other party for the purpose of advertisement, promotional Campaign etc.

g. **Confidentiality and Communications :**

Each party shall : (i) protect any information provided by the other party that is identified as confidential or that should reasonably be considered confidential (“Confidential Information”);(ii) use Confidential Information for the sole purpose of fulfilling its obligations under this MoU; and (iii) return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MoU. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data. Except as

otherwise provided herein, neither party shall use any trademark, service mark, logo or other proprietary right of the other party without that party's consent. THE FIRST PARTY shall not publish or otherwise disseminate, in any form or format, any information arising out of or related to this MoU without SECOND PARTY's prior written review and approval. THE SECOND PARTY shall not be entitled to publish or otherwise disseminate information, in any form or format through any media platform, about the Purpose using FIRST PARTY's name, without prior written permission of the FIRST PARTY

h. **Intellectual Property :**

Except for the permitted use of Confidential Information, each party acknowledges that, under this MoU, a party neither acquires any intellectual or other property, including but not limited to copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content ("IP") from the other party nor any right in IP from the other party.

i. **Anti-Corruption Laws :**

In conformity with the Foreign Corrupt Practices Act or any rules or regulations thereunder, with all similar international laws, and with SECOND PARTY relevant corporate policies, FIRST PARTY shall not take any action which would cause it to be in violation of such anti-corruption laws, including but not limited to (i) the use of any funds for unlawful contributions, gifts, entertainment, or other expenses relating to political activity or (ii) making or attempting to make, offering or authorizing any unlawful payment, thing of value, bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to a foreign or domestic government official, for the purpose of influencing an act or decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such government act or decision to obtain, retain, or direct any business.

j. **Independent Actors :**

Nothing in this MoU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MoU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.

k. **Liabilities :**

Neither party is liable for the intentional or negligent acts or omissions of the other. Each party shall be responsible for its officers, employees, agents, contractors or students (if applicable) intentional or negligent acts or omissions and howsoever caused, to the extent allowed by applicable law.

l. **Modification:**

Modification to this MoU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

m. **Dispute:**

All disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with or interpretations of this MoU or for the breach thereof shall be settled amicably between the parties through negotiations and shall not be referred to any Tribunal/ Arbitrator or court of law.

Rider 'A'

IN THE WITNESS WHEREOF the parties hereunto have set and subscribe their respective hands and seal the say in the year first hereinabove written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

The Governor of Maharashtra

Represented by

The Director (Training),

Directorate of Vocational Education and Training (DVET),

Maharashtra State

In the presence of

1.

2.

Signed, sealed and delivered

For and on behalf of

____ **(Name of Company/ Public Trust/ Society)**

Represented by

_____________________ (Designation of the Authorized Director/ Trustee/officers)

In the Presence of

1.

2.